EXHIBIT A

Attorney(s):

Dominick C. Santini, Esq.

Law Firm:

Address: P.O. Box 243 - 43 Route 46

Columbia, NJ 07832

Telephone No.:

Russell Clark

(908) 496-4041

Fax No.:

(908) 496-4116

E-mail:

Attorney(s) for Plaintiff(s): Russell Clark

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION

WARREN COUNTY

Plaintiff(s)

VS.

The Original Log Cabin Homes LTD, C & S Log Homes, Inc., Curtis J. Perry, Vickie Shipley and Cabela's

Defendant(s)

DOCKET NO. L-345-11

CIVIL ACTION

Summons

From the State of New Jersey

To the Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey, and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services Office in the county where you live or the Legal Services of New Jersey statewide toll free hotline at 1-888-LSNJ-LAW (576-5529). A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: August 23, 2011

Gennifer M. Perez m.

Superior Court Clerk

Name of Defendant To Be Served: Cabela's

Address of Defendant To Be Served: National Registered Agents, Inc. of NJ

100Canal Point Blvd., Suite 212, Princeton, NJ 08540

Directory of Superior Court Deputy Clerk Offices

Legal Services of New Jersey statewide toll free hotline 1-888-LSNJ-LAW (576-5529)

ATLANTIC COUNTY:

Deputy Clerk of the Superior Court Civil Division, Direct Filing 1201 Bacharach Blvd., First Floor Atlantic City, NJ 08401 LAWYER REFERRAL (609) 345-3444 LEGAL SERVICES (609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court Case Processing Section, Room 119 Justice Center, 10 Main Street Hackensack, NJ 07601-0769 LAWYER REFERRAL (201) 488-0044 LEGAL SERVICES (201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court Central Processing Office Attn: Judicial Intake First Floor, Court Facility, 49 Rancocas Road Mount Holly, NJ 08060 LAWYER REFERRAL (609) 261-4862 LEGAL SERVICES (800) 496-4570

CAMDEN COUNTY:

Deputy Clerk of the Superior Court Civil Processing Office First Floor, Hall of Records 101 South Fifth Street Camden, NJ 08103 LAWYER REFERRAL (856) 964-4520 LEGAL SERVICES (856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court 9 North Main Street Box DN-209 Cape May Court House, NJ 08210 LAWYER REFERRAL (609) 463-0313 LEGAL SERVICES (609) 465-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court Civil Case Management Office Broad & Fayette Streets, P.O. Box 615 Bridgeton, NJ 08302 LAWYER REFERRAL (856) 692-6207 LEGAL SERVICES (856) 451-0003

ESSEX COUNTY:

Deputy Clerk of the Superior Court 50 West Market Street Room 131 Newark, NJ 07102 LAWYER REFERRAL (973) 622-6207 LEGAL SERVICES (973) 624-4500

31 - Summons - Law or Chancery Divisions Superior Court - Appendix XII-A, CN 10792 Rev. 7/23/10 P8/10

GLOUCESTER COUNTY:

Deputy Clerk of the Superior Court Civil Case Management Office Attn: Intake First Floor, Court House 1 North Broad Street, P.O. Box 750 Woodbury, NJ 08096 LAWYER REFERRAL (856) 848-4589 LEGAL SERVICES (856) 848-5360

HUDSON COUNTY:

Deputy Clerk of the Superior Court Superior Court, Civil Records Dept. Brennan Courthouse, First Floor 583 Newark Avenue Jersey City, NJ 07306 LAWYER REFERRAL (201) 798-2727 LEGAL SERVICES (201) 792-6363

HUNTERDON COUNTY:

Deputy Clerk of the Superior Court Civil Division 65 Park Avenue Flemington, NJ 08822 LAWYER REFERRAL (908) 263-6109 LEGAL SERVICES (908) 782-7979

MERCER COUNTY:

Deputy Clerk of the Superior Court Local Filing Office, Courthouse 175 South Broad Street, P.O. Box 8068 Trenton, NJ 08650 LAWYER REFERRAL (609) 585-6200 LEGAL SERVICES (609) 695-6249

MIDDLESEX COUNTY:

Deputy Clerk of the Superior Court Administration Building Third Floor 1 Kennedy Sq., P.O. Box 2633 New Brunswick, NJ 08903-2633 LAWYER REFERRAL (732) 828-0053 LEGAL SERVICES (732) 249-7600

MONMOUTH COUNTY:

Deputy Clerk of the Superior Court Court House 71 Monument Park, P.O. Box 1269 Freehold, NJ 07728-1269 LAWYER REFERRAL (732) 431-5544 LEGAL SERVICES (732) 866-0020

MORRIS COUNTY:

Deputy Clerk of the Superior Court Civil Division 30 Schuyler Place, P.O. Box 910 Morristown, NJ 07960-0910 LAWYER REFERRAL (973) 267-5882 LEGAL SERVICES (973) 285-6911

Powered by

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OCEAN COUNTY:

Deputy Clerk of the Superior Court Court House, Room 119 118 Washington Street Toms River, NJ 08754 LAWYER REFERRAL (732) 240-3666 LEGAL SERVICES (732) 341-2727

PASSAIC COUNTY:

Deputy Clerk of the Superior Court Civil Division Court House 77 Hamilton Street Paterson, NJ 07505 LAWYER REFERRAL (973) 278-9223 LEGAL SERVICES (973) 523-2900

SALEM COUNTY:

Deputy Clerk of the Superior Court 92 Market Street, P.O. Box 18 Salem, NJ 08079 LAWYER REFERRAL (856) 678-8363 LEGAL SERVICES (856) 451-0003

SOMERSET COUNTY:

Deputy Clerk of the Superior Court Civil Division Office, P.O. Box 3000 New Court House, Third Floor Somerville, NJ 08876 LAWYER REFERRAL (908) 685-2323 LEGAL SERVICES (908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court Sussex County Judicial Center 43-47 High Street Newton, NJ 07860 LAWYER REFERRAL (973) 267-5882 LEGAL SERVICES (973) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court First Floor, Court House 2 Broad Street Elizabeth, NJ 07207-6073 LAWYER REFERRAL (908) 353-4715 LEGAL SERVICES (908) 354-4340

WARREN COUNTY:

Deputy Clerk of the Superior Court Civil Division Office Court House 413 Second Street Belvidere, NJ 07823-1500 LAWYER REFERRAL (908) 387-1835 LEGAL SERVICES (908) 475-2010



WARREN COUNTY SUPERIOR COURT
CIVIL DIVISION
413 SECOND STREET
BELVIDERE NJ 07823

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (908) 475-6146 COURT HOURS

DATE: AUGUST 04, 2011

RE: CLARK VS THE ORIGINAL LOG CABIN HOMES ET AL

DOCKET: WRN L -000345 11

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON AMY C. OCONNOR

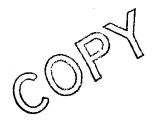
IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001 AT: (908) 475-6145.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: DOMINICK C. SANTINI
DOMINICK C. SANTINI
43 ROUTE 46
PO BOX 243
COLUMBIA NJ 07832

JUTSHI0



SUFFICIENT OF A 3-22

Dominick C. Santini, Esq. P.O. Box 243, 43 Route 46 Columbia, NJ 07832 (908)496-4041 Attorney for Plaintiff

RUSSELL CLARK

Plaintiff,

vs.

THE ORIGINAL LOG CABIN HOMES LTD, C & S LOG HOMES, INC., CURTIS J. PERRY, VICKIE SHIPLEY and CABELA'S

Defendant.

SUPERIOR COURT OF NEW JERSEY LAW DIVISION WARREN COUNTY

DOCKET NO. L - 345-11

Civil Action

COMPLAINT

Plaintiff, Russell Clark, who resides at 29 Neptune Road, Toms River, New Jersey 08753, by way of Complaint says:

First Count

- 1. The Plaintiff on or about 20 October 2010 entered into a contract to purchase a vacant lot located at Block 1103-1, Lot 14, Township of Hardwick, Warren County, New Jersey.
- 2. The land contract was contingent upon Plaintiff obtaining a construction loan in the amount of \$432,000.00 on or before 22 November 2010.

- 3. Plaintiff intended to build a log home on the property. Through his relationship with Cabela's he was directed by Cabela's to contact its licensee Defendant, The Original Log Homes LTD.
- 4. Defendant, The Original Log Cabin Homes LTD, is a national company doing business in the State of New Jersey. Defendant, The Original Log Cabin Homes LTD, promised excellent customer service and freely used the Defendant, Cabela's logo on all correspondence. Based on Defendant, The Original Log Cabin Homes LTD relationship with Defendant, Cabela's Plaintiff entered into a contract with Defendant, The Original Log Cabin Homes LTD to deliver a log home to Warren County, New Jersey which had a 30 day contingency for obtaining financing. The Contract is attached as Exhibit A. Plaintiff paid Defendant, The Original Log Cabin Homes LTD a \$35,491.65 deposit.
- 5. Defendant, The Original Log Cabin Homes LTD recommended a builder, Defendant, C & S Log Homes, Inc. and its owner, Curtis J. Perry, to build the home in Warren County, New Jersey. Defendants, C & S Log Homes, Inc. and Curtis J. Perry agreed to build a log home in Hardwick Township, Warren County, New Jersey. Plaintiff entered into a Contract with Defendants, C & S Log Homes, Inc. and Curtis J. Perry to build the home in Warren County, New Jersey. The Contract is attached as Exhibit B. Plaintiff paid Defendant, C & S Log Homes, Inc. a deposit of \$14,500.00.
- 6. Defendants, C & S Log Homes, Inc. and Curtis J. Perry also agreed that the agreement was contingent upon Plaintiff being able to obtain a \$432,000.00 construction loan financing.
- 7. Defendant, The Original Log Cabin Homes LTD recommended that the Plaintiff go through a Wells Fargo broker for the construction loan.
- 8. The Wells Fargo broker was not responsive to Plaintiff so Plaintiff requested that Defendant, The Original Log Cabin Homes LTD and Vickie Shipley recommend another broker to

go through.

- 9. Ms. Vickie Shipley, a sales representative of Defendant, The Original Log Cabin Homes LTD recommended that Plaintiff apply to Ritz-Craft Home Mortgage which Plaintiff did on 2 November 2010.
- 10. Plaintiff throughout the transactions with Defendants advised them that he had a mental disability due to a motorcycle accident. Plaintiff made it clear to the Defendants that he was relying on them to get him through the process of obtaining financing and building the log home in the Township of Hardwick, Warren County, New Jersey.
- 11. Plaintiff was assured throughout the transaction by Defendants, The Original Log Cabin Homes LTD, its employee, Vickie Shipley, C & S Log Homes, Inc. and Curtis J. Perry that if he did not secure the construction loan financing that his deposits would be returned to him. Plaintiff made reasonable efforts to obtain such financing but all efforts were in vain.
 - 12. Plaintiff's construction loan was denied first orally then in writing on 5 January 2011.
- 13. On 30 December 2010 Plaintiff advised Defendants, The Original Log Cabin Homes LTD and C & S Log Homes, Inc. that the construction loan had been denied and demanded a return of all deposit money. The demand is attached as Exhibit C.
- 14. The Original Log Cabin Homes LTD, Vickie Shipley, C & S Log Homes, Inc. and Curtis J. Perry took advantage of Plaintiff's mental condition and used the knowledge to take advantage of his mental weakness. They kept assuring Plaintiff that if he did not get the loan his deposits would be returned.
- 15. As such, return of the deposit monies and rescission of the Contracts was proper and warranted.

WHEREFORE, Plaintiff requests judgment against Defendants, The Original Log Homes

- LTD, Vickie Shipley, C & S Log Homes, Inc. and Curtis J. Perry:
- a. Rescinding the Contracts with Defendants and ordering a return of all deposit monies paid by the Plaintiff;
 - b. For the costs of this proceeding;
 - c. Interest and counsel fees.;
 - d. For such further relief as the Court deems just and proper.

Second Count

- 1. Plaintiff repeats the allegations of the First Count as if set forth herein at length
- 2. Plaintiff is a consumer as defined in the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.
- 3. Defendants, The Original Log Cabin Homes LTD, Vickie Shipley, C & S Log Homes, Inc. and Curtis J. Perry are merchants as defined in the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.
- 4. Defendants, The Original Log Cabin Homes, LTD, Vickie Shipley, C & S Log Homes, Inc. and Curtis J. Perry did commit acts of consumer fraud by deviating from the provisions of the Administrative Regulations and Act, to wit:
- a. Defendants have failed to return deposits in spite of representing to Plaintiff that they would do so if he could not get construction financing.
- b. None of the Defendants is a licensed New Jersey builder nor are they licensed New Jersey home improvement contractors.
- c. Defendant, The Original Log Cabin Homes LTD held itself out to be affiliated with Defendant, Cabela's.
- d. Knowing Plaintiff has a mental disability Defendants failed to advise Plaintiff to seek the assistance of an attorney or his attorney-in-fact in negotiating the contracts.
 - e. Defendants took a deposit prior to Plaintiff selecting his log kit, acquiring the New

Jersey property and without providing a selection of all materials.

- f. The Contracts set forth no beginning date and no end date for performance.
- 5. Plaintiff has incurred and will continue to incur ascertainable loss due to Defendants' actions.
- 6. A copy of this Complaint has been forwarded to the Office of the Attorney General as mandated by N.J.S.A. 56:8-1 et seq.

WHEREFORE, Plaintiff demands judgment against Defendants, The Original Log Cabin Homes LTD, Vickie Shipley, C & S Log Homes, Inc. and Curtis J. Perry for:

- a. Damages;
- b. Consumer Fraud treble damages;
- c. Attorney's fees and costs of suit;
- d. Such other relief as the Court may deem just and equitable.

Third Count

- 1. Plaintiff repeats the allegations of the First and Second Counts as if fully set forth herein.
- 2. The Contracts submitted by the Defendants, The Original Log Cabin Homes LTD, Vickie Shipley, C & S Log Homes, Inc. and Curtis J. Perry to Plaintiff for signature failed to comply with the Home Improvement Practices Administrative Regulations, N.J.A.C. 13:45A-16.1 et seq. promulgated pursuant to the provisions of the New Jersey Consumer Fraud Act as follows:
 - a. The Contracts did not contain a complete description of the work to be performed;
- b. The Contracts did not contain a complete description of the materials which were to be used; and
- c. The Contracts did not contain the dates or time periods on or within which the work was to begin and be completed.

WHEREFORE, Plaintiff seeks final judgment against Defendants, The Original Log Cabin Homes LTD, Vickie Shipley, C & S Log Homes, Inc. and Curtis J. Perry awarding Plaintiff relief as follows:

- a. Compensatory damages of \$35,491.65 from Defendant, The Original Log Cabin Homes LTD and Vickie Shipley and \$14, 500.00 from Defendants, C & S Log Homes, Inc. and Curtis J. Perry;
- b. Treble damages as provided under the New Jersey Consumer Fraud Act for a total of \$106,474.95 against Defendant, The Original Log Cabin Homes, LTD and Vickie Shipley and \$43,500.00 against Defendants, C & S Log Homes, Inc. and Curtis J. Perry;
 - c. Attorneys fees and costs as provided under the New Jersey Consumer Fraud Act; and
 - d. Such other and further relief in law or in equity as this Court may deem just and proper.

Fourth Count

- 1. Plaintiff repeats the allegations of the First, Second and Third Counts as if fully set forth herein.
- 2. Defendant, Cabela's granted a license to Defendant, The Original Log Cabin Homes LTD to use its name in marketing log homes for sale to the public.
- 3. Defendant, The Original Log Cabin Homes LTD used Defendant, Cabela's name and prestige to market its log homes to the detriment of Plaintiff.
- 4. Defendant, Cabela's is thus liable to Plaintiff for damages and costs including reasonable attorneys fees incurred by Plaintiff arising from Defendants', The Original Log Cabin Homes LTD and Vickie Shipley, wrong doing.

WHEREFORE, Plaintiff seeks final judgment from Defendant, Cabela's awarding Plaintiff compensatory damages.

Dated:

/2/2011

Dominick C. Santini

Attorney for Plaintiff, Russell Clark

CERTIFICATION

Pursuant to Rule 4:5-1, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, I know of no other parties that should be joined in the within action.

DESIGNATION OF TRIAL ATTORNEY

Dominick C. Santini is designated at trial attorney.

Dominick C. Santini

Appendix XII-B1



CIVIL CASE INFORMATION STATEMENT

(CIS)

Use for Initial Law Division
Civil Part pleadings (not motions) under Rule 4:5-1.
Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.

FOR USE BY CLERK'S OFFICE ONLY
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OVERPAYMENT:
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if information above the black bar is not completed or OVERPAYMENT:				
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FIRM NAME (if applicable)		DOC	KET NUMBER (when available)	
OFFICE ADDRESS		1	CUMENT TYPE	
P.O. Box 243 - 43 Route 46 Columbia, NJ 07832		Gomplaint JURY DEMAND YES		
NAME OF PARTY (e.g., John Doe, Plaintiff)	CAPTION			
Russell Clark, Plaintiff	Russell Clark vs. The C & S Log Homes, Inc		abin Homes LTD, Vickie Shipley, ry and Cabela's	
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RELATED CASES PENDING? YES X NO	IF YES, LIST DOCKET NUME	BERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arisin	ng out of NAME OF DEFEN	DANT'S PRIMARY	INSURANCE COMPANY, IF KNOWN	
same transaction or occurrence)? YES X NO			NONE UNKNOWN	
THE INFORMATION PROVIDE	D ON THIS FORM CANNO	OT BE INTROD	UCED INTO EVIDENCE.	
CASE CHARACTERISTICS FOR PURPOSES OF DETERMIN	NING IF CASE IS APPROPRIATE FO	R MEDIATION		
OR RECURRENT RELATIONSHIP?		END/NEIGHBOR SINESS	OTHER (explain)	
DOES THE STATUTE GOVERNING THIS CASE PRO	OVIDE FOR PAYMENT OF FEES	BY THE LOSING	PARTY?	
USE THIS SPACE TO ALERT THE COURT TO ANY	SPECIAL CASE CHARACTERIS	TICS THAT MAY W	ARRANT INDIVIDUAL MANAGEMENT OR	
ACCELERATED DISPOSITION:				
DO YOU OR YOUR CLIENT NEED ANY DIS	IF YES, PLEAS	E IDENTIFY THE Attorney in fact to		
WILL AN INTERPRETER BE NEEDED? YES X NO		 	HAT LANGUAGE:	
I certify that confidential personal identifiers redacted from all documents submitted in the	have been redacted from de e future in accordance with	ocuments now s Rule 1:38-7(b).	ubmitted to the court, and will be	
ATTORNEY SIGNATURE	4			

SIDE 2



CIVIL CASE INFORMATION STATEMENT (CIS)

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CASE TYPES (C	Choose one and enter num	nber of case type in	appropri	iate space on the reverse side.)
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151	NAME CHANGE			
175	FORFEITURE			
302	TENANCY			
399	REAL PROPERTY (other that	n Tenancy, Contract, Cor	demnation	on, Complex Commercial or Construction)
502	BOOK ACCOUNT (debt colle	ction matters only)		,
505	OTHER INSURANCE CLAIM	(INCLUDING DÉCLARA	TORY JUI	JDGMENT ACTIONS)
506	PIP COVERAGE			·
510	UM or UIM CLAIM (coverage	issues only)		
511	ACTION ON NEGOTIABLE II	NSTRUMENT		
512	LEMON LAW			
801	SUMMARY ACTION			
802	OPEN PUBLIC RECORDS A)	
999	OTHER (briefly describe natu	•		
Track II — 30	0 days' discovery			
509	EMPLOYMENT (other than C	EPA or LAD)		
599	CONTRACT/COMMERCIAL			
603N	AUTO NEGLIGENCE - PERS	SONAL INJURY (non-vert	al thresho	old)
603Y	AUTO NEGLIGENCE - PERS	SONAL INJURY (verbal th	reshold)	,
605	PERSONAL INJURY	•		
610	AUTO NEGLIGENCE - PROF	PERTY DAMAGE		
621	UM or UIM Claim (includes bo	odily injury)		
699	TORT - OTHER			
Track III 45	50 days' discovery	•		
005	CIVIL RIGHTS			•
301	CONDEMNATION			į.
602	ASSAULT AND BATTERY			
604	MEDICAL MALPRACTICE	•		
606	PRODUCT LIABILITY			
607	PROFESSIONAL MALPRACT	TICE		
608	TOXIC TORT			
609	DEFAMATION			
616	WHISTLEBLOWER/CONSCI	ENTIOUS EMPLOYEE P	ROTECTIO	ION ACT (CEPA) CASES
617	INVERSE CONDEMNATION			
618	LAW AGAINST DISCRIMINA	TION (LAD) CASES		
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508	MT. LAUREL COMPLEX COMMERCIAL			
513	COMPLEX CONSTRUCTION	•		
513 514	INSURANCE FRAUD	l		
620	FALSE CLAIMS ACT			
701	ACTIONS IN LIEU OF PRER	OGATIVE WRITE		
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	/ Managed Litigation (Tracl	k IV)		
280	ZELNORM		290	POMPTON LAKES ENVIRONMENTAL LITIGATION
285	STRYKER TRIDENT HIP IMP		291	PELVIC MESH/GYNECARE
288	PRUDENTIAL TORT LITIGAT	ION	292	PELVIC MESH/BARD
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266	HORMONE REPLACEMENT	THERAPY (HRT)	282	FOSAMAX
271	ACCUTANE	•	283	DIGITEK
274	RISPERDAL/SEROQUEL/ZYI	PREXA	284	NUVARING
275	ORTHO EVRA		286	LEVAQUIN
277	MAHWAH TOXIC DUMP SITE	Ξ	287	YAZ/YASMIN/OCELLA
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VICKIE SHIPLEY

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EXHIBIT A

The Original Log Cabin Homes Ltd.

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- 1, 17 Log Cubin ik upable to complete this order due to Government Regulations. Wars, Strikes, Labor Shoringes, Material Shoringes, or other unavoidable causes this order may be canceled by Log Cabin Homes upon refunding Parchaser's down payment.
- 2. If Log Cubin Borbes is anable to familih any item on this order. Log Cabin reserves the right to delete wing and adjust the final sales pries accordingly or make comparable substitutions to home package upon notice to Purchaser.
- 3. All prices on this order are based on Purchaser taking delivery within twenty-four (24) months of the "Date of Order," An additional 25% deposit is required at the end of the first year to roll over into the following year.
- 4. If the 50% Plabl Offling is not paid within thirty (30) days of Log Cabin Homes' nation that such balance is due. Log Cabin Homes will consider the order canceled by Purchaser
- 5. Purchaser against a take delivery and/or pay sit balances due Log Cabin Homes in full within thirty (30) days after Log Cabin Homes' notice that the order is ruse for delivery.

 6. Log Cahin Home retains title to all materials until fully paid.
- 7. If Purchaser postfemas his / her delivery beyond twenty-four (24) months of the "Date of Order." Purchaser shall pay the current retail price iss of the date of forefal delivery, unless otherwise approved in writing by Log Cubin Homes,
- 8. If Purchasor positiones his / her delivery beyond the one year period of the "Date of Order" without paying the additional 25% deposits at the and of the one year ported than Purchaser shall pay the current retail price as of the date of actual delivery, unless attorwise approved in writing
- 9. All payments in hon-refundable if order is canceled by Purchaser, or if purchasor defaults in their obligations under this agreement. or if
- 10. Purchaser has the right to sell or assign their interest in this agreement with 90 days prior written notice to Log Cabin Homes.
- 11. Prices quoted for shipment to the delivery site are contingent upon the sultability of the roads for a eighty-five (85) first tractor trailer track
- 12. Purchaser is desponsible for having adequate manpower and/or equipment to unload the truck(s).. Log Cabin Homes is not responsible for breakage or damage during unloading. Most Log Cabin Homes nuterials are palletized for forklit unloading.
- 43. All materials are to be inspected by Purchaser at delivery and no claims for damaged materials and/or shortages shall be accepted by Log Cable Homes inflesspresented in writing at the time of delivery to truck driver,
- 14. This order shall for he blading upon Log Cabin Homes until executed by its duly authorized officer.
- 15. Log Cubin Hernes assumes no responsibility, and voids any and all warranties. If the basic log package is changed or aftered in any way from what is indigated on Log Cabin Homes' blueprint, building is constructed with past workmanship, and/or Purchaser builds in stolation of
- 16, All prices on this order are F.O.B. Rocky Mount, NC, unless otherwise stated on Page 1. With a minimum of 75 days prior written notice to Log Cabin Hames Purchaser may pick up of have their materials picked up from Rooky Mount, NC only. All shipments being picked up are
- 17. Purchaser Achineviolees receiving, understanding and accepting the Terms of the Lag Cabin Homes written Limited Warnally.
- 18. Lag Cabin Heines provides CAD-CAM Blueprints when specified on materials list. Any and all origineering/ordificational reports, analysis, and souls that may be requested or required are paid for and/or supplied by the Purchaser.
- 19. Purchaser may not delete from the original agreement's list of materials provided without substituting them with similar items to raplace aforesaid look deleted parabased from Log Cubin Homes,
- was a unresolved dentroversy or claim origing out of or relating to this agreement, or the breach thereof, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act. 9 USCA 1, at seq, by three arbitrators. The three arbitrators shall be chosen by the parties with each party adjecting an arbitrator and those two arbitrators solecting the third. The arbitrators thus selected shall have the authority to gram all applicable legal and equitable remedies, including but not limited to, manetary damages, declaratory and injunctive relief, as well as costs the building reasonable attorney's fees). Judgment based on the arbitratory's decision may be entered in any court having jurisdiction for the
- 21. This Agreement and the livregoing Perms and Conditions argether constitute the unific understanding of the parties hereto and supersecte any prior negotiations and understandings, verbal or written. Any changes hereto that he in writing and signed by both parties. 22. All Customer Pick-ups are subject to the prevailing loading charges per truck at the time of pick-up.
- 23. If you submitted a dosign ither and/or plan for a quotation or order, we assume that it is your original design, a mon-copyrighted design, or a copyrighted desligh belonging to someone else used with permission. Log Cabin Homes does not secure permission for the use of someone effect copyrighted design plan thryou. It is your sole responsibility to secure permission for lis use. Fuiture in In this can result in substantial
- copyright infringe near Hilgation against you from the copyright owner, By lighing this firm, you agree to defend and ledd harmlessame littigation against Log Cabin Homes us a result of your use of someone clses copyrighted design plan used without permission.
- 24. This agreement shall be governed by and construed in accordance with the thws of North Carolina.
- 25. Purchaser agrices in he responsible for any and all reasonable attorney's loss and enges of collection if soller is required to collect any sums due hero inder for any amundment hereto) by found process.

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any sums due heleupdur (or any amondment hereto) by local process.

"When It Comes To Quality... We Set The Standard" Every Original Log Cabin Homes Ltd. "PREMIUM" Materials Package Includes the following Materials:

LOG WALL SYNTKM

- All the solid 3"X6 radions length Fasiers White Pine procision miled double P&C lugs for the exterior with rites floor) his Norman Wall Height, and Homes County Chades, (Kiney and One Half models, include include include and the second floor exterior walls, built face wors models include Salki times line exterior valla
- Alf 1710 33. Proxime Theorem Storter Platon
- * 28 Top Plates
- a All the "Thems" typing for needed to innuis much
- while the statement with the statement beginning over the country for the country beginning over the country beginning over the country beginning over the country beginning to the country beginnin
- · All the code joint the wall for bell code & corners
- · All the Targ Calmy toy emiliang for but and only

WINDOWN:

- All the Anderson Left Screen (Crossin Bonn) Simple them: Windows as her plan
- SIII Nottop
- · Mullion Material irk Tiple or Administra Windows
- · Traphyriad and Flock Cilem when illustrated
- Computed gives with required by indicate cades where required are british to our standard layout french 12 Window Time (Rough Navar) faeler Window Brick Lighter fite oncy installation.
- MXXXX
- . All the office and June 16ther Classic, Libertities or the the office of the contract of the office of the offic Frens per plan
- All the thomas insuland Prench Patin Swingers by Therma-Lin when then need America (Colored L. Dine Tenn Rough Sheen Leile)
- a lover thick tamber for enty tostallation

SECOND FLYHOLI PHERMI (for 50% lending)

· Ohmer C

- · All the 24 conventional featured floor units when prolicable.

- All Second I from Support Curdens when required All second I from Support Pasts when required United Ward Blocking provided at authors and over lond touring wall
- All the 1.2 men (1) it Girder and Heater Piller when Perpele art

HIMP NYSTRM:

- · All the strait engineered its environment rest failure and coller sics or image for the root system dispositing on design, for With reed
- All the 7/16" Streeturered rank docking
- · All the Asphalt Impregnated Late Paper inderlayment the the most fleebild
- All the Owent Curality 30 year architectural Davi, chiefica
- All the ridge vari for the read systems
- All the anumeered familiar valley bonns when Outpored
- All the Hip (Uniters when required)
- · All the PY Ridgeboard when required
- · All Bargo Kallers
- · All ledger transmy and 2X Subtach
- IX Pacts
- Soffic and thomas Soffic Vulne
- all-cline for multitocking

PORCH RODE SYNTRM: (When Hindented)

- " 1.X/ Presh Pines
- (Special in thirth species of homes
- 4XX Carry Brams Exhibition to taking change of policy
- · All thousage and dividable Log Submit for Porch Comble finds.
- · All 28 Perch Raffers
- Will utilar Panning and Subfining
- · AR INTER RETURN
- Vullay and 140 Kallars when applicable
- · All the 7.16" Structurered rank docking.
- All the Asphalt Imprepared Feb Paper underlayment the the rest decking
- · All the Ciwens Currunp Myenr melinecheni nest shingles
- * IX facia

INTERIOR PARTITIONS:

- All the 3"x4" interior studding for partition walls.
- All the ?"x6" planting walls
- An Partaina walls have previl stude
- · All the mut bentom plants for suid walls
- 25.6 Fluiders with 1/2" CDY Illier for all Nond soul positive secondaries
- * 2×10 Hundern with 1/2" C 135 filler for all lond prought uboning

- 28 Studding and Frammy muturing
- · 28 Window bender while 10 " CDN filler where (Company)
- · Aletching Lop Cable School
- · Solid Lay Children nes children's

DORMERS: (When Historicit)

- · All 2% Physhling and Cramery Admortals
- Machine Lay Cabin Salings
- 2N Window Humber with 1/2" CDN filler where
- · 28 Ruller
- · Valley Rapere
- · Donner Healers
- All the 7/16" Structure and real decking.
- All the Asphalt Impregnated Pelt Paper utularleyment the the navi decking
- All the Owens Combine 30 year architectural Phil'shinkles
- All the shingles over eidige vent for the roof.

CKILINGS

 All the TXR Value Temple and Grove time Clanking for Grow Reconst to top Recons Collings.

EXTRAN

- All the "Log Coho" Holldon: Wrop Protection to protect year top I form meterally during construction
- Up to 5 soft of Annot AD discharge like pends
- · Until Pennic to Inchese Theoretime, I terratume Simulant Ferminition Plane, Reed Francing, 2nd Hope Frammer, (solding Section, and Standard Dorah Sheer
- · Lang Colony Hagnes of ICW-10" with definitions puide

Henry Ruof and Phone Invilings, High allitude, Seismie, Harriegns, Nordic. Frequest and other treeser weather building specifications are available as MH Hilgenile.

In compliance with the 2006 IBC -International Building Code

Dealer/Sales Repr	soniali\e:
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Wise. material in	addition to the standard F	Promision was a second	
		remium Materials Specif	ications:
I: Metal Roof repla	cing shingle		
2: Unurade root dec	king to 5/8 plywood		
3: 748 Sy. Ft. Phroh	Decking		
4: 164 Lin. Ft. Hand	Peeled Railings		
5: Interior wall boyer	Tings X8 Pine Tongue and	TPOOLIO	
	Annie Citacutife?	groote wall coverings	
7: 1X6 Pine Roor dos	Crinus		
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are warranted by their	respective manufacturers, A	included in our log home	om improper handling or installation, or failure packages such as window, doors, rooting, etc. pair or replacement of materials covered under y to log Cahin Horses.
	this warranty must be made	in writing and sent disent	pair or replacement of materials covered under
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Declarista and		<i></i>	our cayaway Agreement.
Dealor/Sales Representat	ive:		•
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	· Dale	P (The Original Log Cabin Strates Ltd. District 1451 513 Kaca Strates Rocky Shand, NC 27802 252 154 1400 Chem. 252 154 1400 Chem.
!			252 454 (300) / los 252 454 (550)

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EXHIBIT B



C & S Log Homes, Inc. 7933 Cleveland Road Clayton, NC 27520 Curtis & Sarah

919-300-1120

Fax (919)300-1121

csperry2006@yahoo.com

October 29, 2010

Mr. Russ Clark

TURN KEY: 2,079 Sq. Ft. House, 576 Sq. Ft. Porch and 400 Sq. Ft. Deck BUILD IN: NJ

No Grading

- Walk out basement
 - o Stone (\$5,000.00)
- Dry-in house (Set windows/doors, boxing and siding, felt roof)
- Metal Roof (Included in Package)
- Appliance Allowance (Stove, Refrigerator, Dishwasher and Microwave) (\$3,000.00)
- Plumbing Fixture Allowance (\$2,500.00)
 - o 2 Single vanities with sink2
 - o 1 Double vanity with sink
 - 1Tub/Shower Combos
 - o I Tub
 - o 15' Shower
 - o 3 Commodes
 - o 1 Double kitchen sink
- Flooring
 - o T & G (included in package)
- Kitchen Allowance (\$8,000.00)
 - o Cabinets and counter tops
- Light Fixture Allowance (\$2,000.00)
- Electrical (according to specifications of local building codes)
- Heat and Air (according to specifications of local building codes)

•	Walls/Ceiling
	o T & G (included in package)
•	Stain (Owner choice of color)
•	Septic (\$3,000.00) Caplus 1 Cap
•	Septic (\$3,000.00) - Septic 15-20
	11.01) 5-10 (B)

The contract amount does not include the log home package.

Contract Amount & Payment Schedule. We agree to pay C & S Log Homes, Inc. \$145,000.00 total for the entire turn key job under the following payment schedule:

- \$ 14,500.00 Upon signing of contract. \$ 32,625.00 When the logs are stacked. \$ 32,625.00 When the roof is under felt.
- \$ 32,625.00 When house is dried in.

\$ 32,625.00 At completion of job.

NOTE: Being known that this contract, accepted and signed by contractor and homeowner, will be erected as per plans and amendments. Any changes whether deleted or added will have to be recorded by a written change order, signed by both parties.

Curtis J. Perry - C & S Log Homes, Inc.

Date

| Curtis J. Perry - C & S Log Homes, Inc. | Date

| Curtis J. Perry - C & S Log Homes, Inc. | Date

Spoke to earns 12/6/10 he said I get House for [45K) 145,000 total.

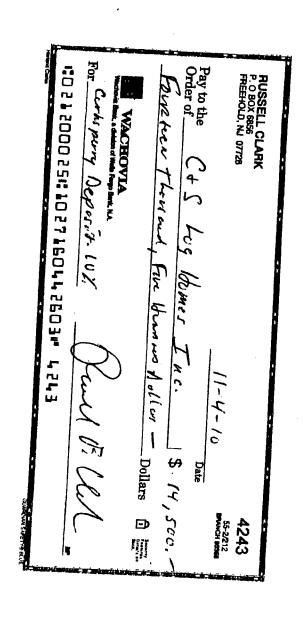


EXHIBIT CSECOND RE

Dominick C. Santini

Attorney at Law P.O. Box 243 43 Route 46

Columbia, New Jersey 07832

Telephone: (908) 496-4041

Fax: (908) 496-4116

30 December 2010

The Original Log Cabin Homes DBA Log Structures of the South Port of Sanford P.O. Box 470009 Lake Monroe, FL 32747

C & S Homes, Inc. 7933 Cleveland Road Clayton, NC 27520

Re:

Russell Clark 29 Neptune Road Toms River, NJ 08753

Dear Madam/Sir:

I represent Mr. Russell Clark who was under contract to purchase a vacant lot in New Jersey to build a log home. The Contract was contingent upon Mr. Clark obtaining a construction loan of \$432,000.00 by 22 November 2010. The Seller extended the contingency period to 28 December but on 29 December 2010 terminated the Contract due to my client's inability to obtain a mortgage commitment by that date.

I enclose a copy of Seller's attorney's letter terminating the Contract; therefore, my client will not be able to proceed with the project.

Please return my client's deposit money. Feel free to call with any questions.

Sincerely yours,

Dominick C. Santini

DCS/jms enclosure

cc: Mr. Russell Clark
29 Neptune Road
Toms River, NJ 08753

KICHAKU KEILING, ESQ

PAGE 01/0.

Richard R. Keiling

Attorney At Law

104 Route 94
Blairstown, New Jersey 07825
rkellingatty@embarqmail.com

Phone (908)362-6134

Fax (908)362-6311



FAX TRANSMITTAL FORM

SENDING:
DATE: (2/29/1)
TO:
ATTENTION: PIM C
TELECOPIER NUMBER 406 - 4111
RE: SALKEL, LLC TO CLARK
SPECIAL INSTRUCTIONS:
TO SATUES CONTAINS IN
SEVEN CENTERED CENTERGUARY
The authority To cameral
THE CANTANET This Shall Abis
ALT AL AVIAMIZATION TO
RELEGIE ON CONTRACTOR
BALK TO THE BUYER PLANE
MAIL BAUR SETTLE
INFY & STAMP ED DO
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4 REMAY - 852-2727 Rux
852-2727 Rux

IMPORTANT NOTICE: The information contained in this telefax message is intended for the personal and confidential use of the designated recipient named above. This message may be an Attorney-Client communication or an Attorney's work product, and as such is privileged and confidential. This message is intended for the recipient only. If the reader of this message is not an intended recipient or the agent of the intended recipient, YOU ARE MEREBY NOTIFIED that you have received this document in error, and that any review, distribution or copying of this message is prohibited. If you have received this communication in error, please notify the sender immediately and return the original message to the sender by mail. Thank you.

.,	AUSSELL CLARK
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the maliplece, or on the front if space permits. 	A. Signature Addressee Addressee B. Ascelved by (Printed Name) C. Date of Delivery C. C. C. C. C. C. D. Is delivery address different from Item 1? Yes
1. Article Addressed to: THE ORIGINAL LOG CABIN HOME BBA LOG STRUCTURES OF THE ST PORT OF SANFORD	H YES, enter delivery address below: ☐ No SdS()
P.O. BOX 470009 LAKE MONROE, FL 327	3. Service Type Contifled Mail Contifled Mai
2. Article Number (Transfer from service label) 7005	1160 0005 2270 7326
PS Form 3811, February 2004 Domestic	Return Receipt 102595-02-M-1540

328	U.S. Postal Service III CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)			
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000	Return Receipt Fee (Endorsement Required)	2.30	3-164	
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7	Street, Apt. No.; /O	DET OF J	11NFORD 000 9	
	City, State, ZIP+4	AKE MON	RAE, FL 32747	
	PS Form 3800, June 20	02	See Reverse for Instruction	

n ≀Domestic Mail C	D MAIL REC Only; No Insurance C ation visit our website	Coverage Provided)		
Postage Certified Fee Return Receipt Fee (Endorsement Required) Restricted Defivery Fee (Endorsement Required) Total Postage & Fees	2.30	Postmark Hers		
Sent To C & S HOMES INC. Street, Apt. No.; 1933 CLEVELAND RON Cliy, State, 21P+4 CLAYTON, NC 27520 PS Form 3800, June 2002 See Reverse for Ins				